

1894-073 Chancery Causes: James M. Pennington for &c vs. W. N. G. Slomp &c  
Lee Co.

Harris, Collier

CA-Debt  
T-Property

-Deed



To the Hon H. S. K. Morison Judge  
of the Circuit Court of Lee County  
Virginia:

Your Orator James M.  
Pennington, who sues for the benefit  
of Jos. L. Harris; humbly complain-  
ing would respectfully represent  
that heretofore, to wit on the 31<sup>st</sup>  
day of July 1890, W. S. G. Slump and  
M. D. Collier, executed their two  
certain writings obligatory, the first  
due in six and the other in twelve  
month next after the date thereof  
and they were each for the sum of  
\$369. 61 in all \$739. 22. and they each  
bore interest from their date.

Upon the first there is a credit of  
\$21.<sup>00</sup> paid May 14<sup>th</sup> 1891. And the  
residue of the first and all of the  
second one is now wholly unpaid  
and due your orator. These two  
bonds marked "A." are filed herewith  
as part hereof and are prayed to  
be considered herewith.

Your orator would further state  
that, these two bonds were so exe-  
cuted to your orator in part pay-  
ment for a tract of Land situated  
in said County of Lee, and on  
the waters of Powell's river in  
what is known as the Crab Orchard  
neighborhood, and to which your



crator  
has good title, and will in due  
time file with him a deed of Con-  
veyance, for the same, which he will  
file as he is advised he may do  
as an escrow, to be delivered when  
the same is fully paid for.

Your crator is advised that not  
having conveyed the same, he has a  
lien thereon for the amount of said  
notes still due him.

The object of this bill therefore  
is to have said lien enforced and  
said land or so much thereof as  
may be necessary sold and the  
proceeds paid over upon your  
crators claim.

As above stated these bonds are  
now sought to be enforced, on the  
said land for the benefit of Jas. L.  
Harris who holds your crators notes  
for an equal amount upon other  
lands, and when collected are payable  
to him.

The premises considered therefore  
your crator prays that W. A. G. Sloop  
and M. D. Collier be made parties  
defendants to this bill and answer  
the same but they need not do so  
upon oath that being expressly  
waived. And on a hearing a decree  
be rendered enforcing said lien



and selling so much of said  
land as may be necessary to  
pay the same. And for all other  
further and general relief - may  
your wisdom see.

A. L. Pickens  
P. 9.



Margaret Robinson  
 James M. Robinson  
 Boston, Edgemoor

and her husband  
 sister of Mr. Robinson  
 of Boston & son  
 of Mr. Robinson

James M. Robinson  
 Esq.

2/3 Bill Chas.

W. G. Hempstead

Books Enclosed

1871. 1st Nov. Rules Bill  
 Filed Spd Exp & L. A.  
 " 2nd Nov. Rules & Order  
 Caused to be set for  
 hearing by J. J. F.  
 " Dec. Decree & Contd.

and 10 years  
 James M. Robinson  
 Esq.  
 Mr. Collier

Lower Court 0-  
 25 acres

15-00  
 H. C. 9.57  
 M. C. 2.16  
 S. 2.00  
 Gen. 5.00  
 \$34.83  
 Estimate 5.00  
 \$39.83  
 777  
 25  
 851

64.13



To The Hon. S. S. H. Morrison Judge  
of the Circuit Court for New County

The joint answer of M. D.  
Collins and W. M. Slump to a bill  
of Complaint filed against  
them by J. M. Pennington, for &c.

Your respondents reserving  
unto themselves the benefit of  
all just exceptions to said bill,  
for answer thereto or to so much  
thereof as they are advised it is  
material for them to answer  
answering say:

That it is true they executed  
the bonds in Campbell's bill  
mentioned; that they were  
executed for land purchased  
from J. M. Pennington; that  
the land for which said bonds  
were executed is in this County  
in the Crab Orchard country.

But your respondents deny that said  
James M. Pennington has not made to  
them a deed for ~~which~~ said Land  
for which said notes are executed,  
but on the contrary they ~~say~~ and  
aver that on 31<sup>st</sup> day of July 1890  
said Pennington & wife did make  
a deed to your respondents for the  
land for which said bonds ~~were~~  
executed; that said deed warranted  
the title to said land generally;  
and that said Pennington & wife  
reserved their vendor's lien in said  
deed on said Land until said bonds



were fully paid, Said deed is here filed marked A.  
Your respondents deny that said James  
M. Pennington had good title to said  
land for which said bonds were executed,  
for they allege and aver that said  
James M. Pennington purchased or attempt-  
ed to purchase the same from Isaac  
Baker, Nora Baker his wife, J. A. Robbins  
and Rebecca his wife,

who on the      day of      1883, attempt-  
ed to convey the same to said Pennington  
by deed of record in the County Court  
Clerk's office of Lee County, which deed  
is not properly acknowledged by the  
wives of said Baker, Robbins and

Your respondents aver and allege that the  
interest that Isaac Baker had in said  
land was conveyed to him on the 14<sup>th</sup> day  
of April, 1882, by Thomas Robbins & Elisabeth  
his wife, Sarah Parsons, Leticia Pen-  
nington and John S. Bailey and  
Mary his wife; that the certificate  
of acknowledgement <sup>said said</sup> is insufficient  
by the laws of our state to pass the  
interest of said Elisabeth Robbins  
and Mary Bailey in and to said  
land. Copies of said two deeds will  
hereafter be filed - they are recorded  
in deed-book 25, 1/2 p. 351-2 + 3.

Your respondents will again aver that  
at the time they purchased said land  
from said complainant they paid him



the sum of \$325<sup>00</sup>/<sub>100</sub> on said Land.

Now your respondents are advised that in as much as they are entitled to have a good and perfect title to said Land and being unable to get such title from said Pennington, then that their said purchase will be rescinded the money paid thereon decreed to be paid back to them with-interest from the date of its payment and that said bonds will be cancelled and annulled, and to that end they humbly pray

Now having fully answered said bill they pray to be hence dismissed with their reasonable costs in this behalf expended, And they will ever pray &c.

Pennington & Goins  
for Defts.

2 minor 899,



Slump + Collier

ado { Ans.

James M. Pennington



James M. Pennington  
against  
W. N. & Sleep & al } In Chy -

This cause came on again  
this day to be heard upon  
the papers formerly read & the  
report of D. C. Sewell, special  
Commissioner filed herein & to  
which there are no exceptions  
swas argued by counsel. On  
consideration of which & for reason  
appearing to the Court it is adjudged  
ordered & decreed that said report  
be & the same is hereby confirmed  
and the deed made by said  
Comm. Conveying the land in  
the Bill & proceedings mentioned  
to James M. Pennington purchaser  
thereof being seen & inspected by  
the Court is confirmed & made  
final and it is further ordered  
that the Clerk of this Court deliver  
said deed to said purchaser &  
that said James M. Pennington pay  
to said Comm. \$2<sup>50</sup> for making  
& reporting said deed & this cause  
is stricken from the docket.



James M. Pennington

vs { Deceit final

M. M. G. Sleep chaf

Nov 7. 1894-

Recorded in Chy  
C.B. page 96-

Enter this

1/11 2/11

Nov 15<sup>th</sup> 1894-



in of said report this cause is continued.

James M. Pennington  
against  
Wm G Sleep et al } Duchy -

This cause came on again  
this day to be heard upon  
the papers formerly read & the  
report of D.C. Sewell, specially  
Commissioner, filed Oct 22<sup>d</sup> /89H  
to which there are no exceptions  
swas argued by counsel. On con-  
sideration of which it is adjudged  
ordered & decreed that said report  
be & the same is hereby confirmed  
& it appearing from said report  
that James M. Pennington being  
the purchaser of the said land &  
this being a suit to enforce his  
vendors lien against said land &  
the said land failing to sell  
for a sum sufficient (being ex-  
clusive of cost & commissions or net  
\$338<sup>17</sup> to be applied thereon) to pay  
his debt, it is ordered that said  
D.C. Sewell be appointed a commissioner to  
convey said land by deed with cov-  
enants of special warranty said  
land to said James M. Pennington  
& he will report his action to a future  
day of this court & till the coming to

Wm G Sleep



J. M. Pennington

vs. Deane

Wm. H. Slump et al

Nov 7. 1894

Entered in

Chancery Order

Book Page 78

Enter this

At All

Nov. 14 - 1894







James M. Pennington for

28/ Decree  
sale 2

W. H. G. Slump et al

June 7. 1894

Ent on Chy. Ord. Book P. 38

Enter this

M. L. M.

June 15<sup>th</sup> / 1894



James M. Pennington Jure. <sup>Plff.</sup>  
Against <sup>Def.</sup>

Wm. H. G. Slump & Co. Sept.

This cause came on again this day to be heard upon the papers formerly read, and the report of James W. Orr report filed May 20<sup>th</sup> 1892, and the Rule awarded at its last term of this Court returned executed - and to which the defendants have made no answer - And was argued by Counsel.

On Consideration of which and for reasons appearing to the Court said Rule is made absolute; and the agreement heretofore entered into by the parties is set aside, and the plff will receive to the defendant Slump when called for the moneys held by him as collateral security - And it appearing to the Court that the defendants as stated in Coun. Orr's report had accepted the plff's title to the land sold - and that said land is subject to the plff's lien for the moneys owed on - It is accordingly ordered and decreed that that the plff recover from the defendants Wm. H. G. Slump and Mr. D. Lossier the sum of \$739.22 and legal interest thereon from the date of said bond July 31<sup>st</sup> 1890 subject to a credit of \$21.00 paid May 4<sup>th</sup> 1891; and that he recover the costs of this suit to be taxed by the Clerk



It is further adjudged that said sums are a lien upon the land sold and in the bill mentioned. And unless the defendant, or some one for them shall pay the same within 20 days from the rising of this Court, then that D. C. Sewell who is hereby appointed a special Commissioner for the purpose will sell the said land or so much thereof as may be necessary to pay the same, He will make sale thereof by public out cry to the highest bidder on some Court day at the front door of the Court House of said County on a credit of one & two years except the costs of suit & sale he will require to be paid in hand. And for the residue take hereby payable to himself as Com bearing interest from day of sale with good personal security.

But before proceeding to execute this decree he will execute bond before the Clerk of this Court, in a penalty of \$1500. Conditioned to duly perform his duties hereunder.

He will then post notice for at least 30 days on the front door of the Court House of this County and at two or more public places in said County one of which shall be in the neighborhood where the land lies setting out time terms and place of



sale. He will report his action  
to this Court at its next Term &  
the Cause is continued.



James M. Permington

vs } Decree for  
Sale

M. D. Callier et al  
Wm. L. G. Slevins

Enter this Mar. 5. 1894

E. O. B. Page 586.

mech 14<sup>th</sup> 1894

Enter this  
March 14<sup>th</sup> 1894  
H. L. K. M.



Virginia

At a circuit court continued and held for  
Lee County at the Court house thereof November  
18<sup>th</sup> 1896

James Pennington for &c Plffs  
against  
W. M. G. Slump et als Defs } In Chancery

On motion of the Plff who admits that there has been heretofore a partial adjustment of this cause in consideration of certain notes delivered to him as collateral security and which notes the plaintiff suggests is unavailable a rule is hereby awarded the plaintiff against the defendants returnable to the first day of the next term of this Court, to show cause if any they can why said agreement shall not be set aside. And said cause proceeded in as the plaintiff may be hereafter advised and the Clerk of this Court will make copies of this decree for each of the defendants and give to the Sheriff who will serve the same on the defendants as other process ~~and~~ And the Cause is continued)

A Copy Leste

ARB Munsey clerk



James Pennington for  
Do } Order & Rule

W. N. G. Slump et al  
To 1st Day March Term 1894

Executed by  
Delivering a  
copy of the  
within Rule  
to W. N. G. Slump  
& Ch. D. Collier  
this Jan'y 31 /94  
L. M. Wade D. C.  
for R. C. (Secretary)  
S. L. C.



James M. Pennington Exor. Plff  
against  
W. A. G. Semp et al  
Deft.

On motion of the plff, who admits that there has heretofore been a partial adjustment of this cause in consideration of certain note delivered to him as collateral security, and which note the plff suggests is unavailable, a rule is hereby awarded the plff against the defendants returnable to the next first day of the next term of this Court to show cause if any they can why said agreement shall not be set aside - and said cause proceeded in as the plff may see hereafter and tried - and the clerk will make off a copy of this order for each of the defendants and give to the Sheriff who will serve the same on the defendants as other process and the cause is continued.



James M. Pennington  
for

of Deere.  
Ruler

W. A. G. Slump et al

Nov. 7. 1893

Entd. Chy 803.

p - 3248 - 49

Nov. 18 1893

J. H. Allen

Enter this  
Nov. 18 1893.

H. L. Allen



James M. Pennington for the  
vs  
H. H. W. Slomp et al } In Chancery

This cause came on this day to be heard upon the bill of the complainant and the answer of said defendant this day filed by leave of the Court <sup>and was agreed by counsel</sup> in said cause. On consideration of all which ~~and by agreement of the Court parties~~ it is adjudged, ordered and decreed that James H. Orr, who is hereby appointed a special commissioner for the purpose, will examine and report to the Court whether the title of James M. Pennington to the land in the bill & proceedings mentioned is perfect and especially whether complete. Decd from Isaac Baker et al recorded in deed book 25 p 352 - and the decd to said Baker from James Robbins et al recorded in deed book 25 page 351. are acknowledged as the law requires <sup>and whether or not the defendant accepts the plaintiff's offer</sup> And any other matter deemed pertinent in said cause or especially required by either of the parties ~~in this case~~. And this cause is continued.



James M. Huntington

20 } Dec 1891

Slung & Co.

General Col.

Washington

Enter this

Dec 1<sup>st</sup> 1891-

H. S. K. M.



James M Pennington for &c. Plff.

against-

W. M. Slough et al. Defs.

In Chancery

The deposition of James M Pennington the plaintiff in this cause taken before the undersigned Commissioner at the Clerk's office of the County Court of Lee County Va in taking an account or making an enquiry in said cause. May 20th 1892.

The said James M Pennington a witness of lawful age and being duly sworn deposes and says,

After I contracted the land in the bill mentioned to the defendants, I at their instance, and for the purpose of making a proper deed, had the land surveyed, and then by a proper deed conveyed the said land to the defendants by metes and bounds, which deed bears date July 31st 1890, and was acknowledged and delivered to said defendants May 4th 1891, and was by them <sup>from that day</sup> accepted, and appears to have been recorded May 5th 1891, as shown by the certificate of the Clerk enclosed therein. The said grantees when the deed was acknowledged took it and said



they would take it to Mr. C. H. Pennington  
their attorney, and get him to examine it  
and I never heard anything further about  
the deed until after I sued them, and  
I therefore considered the deed <sup>as</sup> accepted.  
And further this deposition with me  
James M. Pennington

Subscribed and sworn to before me  
May 20th 1892.

James W. Orr, Comm.  
Commissioner

James M. Pennington, for  
vs  
Depo of Pennington  
- land  
H. J. G. Stamp & Co.

X



Virginia.

To the honorable W. S. K. Morrison Judge  
of the Circuit Court of Lee County.  
The undersigned, special Commissioner in  
the Chancery Cause of James M. Pennington  
for &c against H. V. G. Slenf et al. respect-  
fully reports, that since the decree of  
Decr 1st 1871, the said Pennington has  
obtained from Thomas Rablins & Elizabeth  
his wife, Mary Bailey widow of John S. Bailey  
deceased, and J. A. Rablins & Rebecca his  
wife a deed correcting the defects before  
existing in said Pennington's title to the  
land in the bill, <sup>mentioned</sup>, so far as these parties  
were concerned, and the said deed there-  
fore corrects the defects complained of  
by the defendants in their answer. See Ex "C".  
Your Court has not further traced and exam-  
ined the title to said land, supposing every-  
thing is regular prior to the matters set  
forth in the answer or the same would  
have been complained of and set up in  
said answer, and he has taken the depo-  
sition of said Pennington, herewith filed  
marked "X", which proves that the defend-  
ants, Slenf & Callier, accepted the deed of  
the said Pennington & wife for said land.  
May 5th 1871, the day of its acknowledgment.  
This deed is herewith filed marked "Y" and shows



by the certificate of the Clerk and onse case  
- on to have been recorded May 5th 1891.  
Your Honor therefore reports that the defend-  
- ants accepted the deed of said Pennington  
+ wife for said land.

Respectfully submitted.

James W. Orr, Couns.  
May 20th 1892.



James M. Pennington  
- tot &c  
vs. Carr Carr's Report

H. K. G. Sloop & ab

Exhibits  
H. K. Sloop & ab

Court fee \$5.00



James M. Pennington for of }  
W. N. G. Slump et al } In chg -

To the Hon. W. J. Miller, Judge  
of the Circuit Court of Lee County,  
Virginia:

Your undersigned Special Commissioner begs leave to report; That after duly advertising the time, terms & place of sale as was required by the decree entered in this cause at March Term 1894 of your Honors court he offered for sale the land in the Bill & proceedings mentioned, at public auction, at the front door of the court<sup>house</sup> on Monday the 21<sup>st</sup> day of May 1894 (that being a court day) to the highest bidder on a credit of 12 years except as to costs & commissions, which he would require paid down.

At said sale after several bids said land was knocked off to W. N. G. Slump, one of the ~~Defendants~~ in this cause at the price of \$800<sup>00</sup> that being the highest bid offered.

Your Comm. would further report that said Slump purchaser as aforesaid failed to pay the costs & commissions of sale as required by said decretal order; that he



likewise failed to executed to your Court ~~the~~ funds or notes for the residue of said purchase price, that in all matters required of the purchaser by said decree said purchaser has wholly failed & refused to perform.

Your Court. thinks it proper to ask, that if he is required to make another sale of said land & said Slump bids therefor, would it be proper to disregard his bid unless ~~he~~ <sup>he</sup> fully satisfies your Court that he will perform the requirements of said decree? Or what would be your Court. duties under such circumstances?

The reason for asking the above question is because your Court has been informed that said Slump has stated that he intended to bid & by such a method as above delay the sale for some time.

Respectfully Submitted,  
D. H. Sewell  
Special Court.



James M. Pennington for

vt. } Spe. Comm.  
      } Report

W. N. G. Slump et al

Filed May 24<sup>th</sup> 1894

A. B. Mursey clk.



James M. Pennington

against

Wm. H. G. Dempsey & <sup>La. Chy</sup>

To the Hon. W. T. Miller, Judge  
of the Circuit Court of Lee  
County, Virginia.

Pursuant to the terms of  
a decree entered in this cause  
on June 15<sup>th</sup> 1894, directing  
the undersigned to ~~again~~ sell  
the land in the Bill mention-

ed pursuant to the terms of  
the decree entered in said cause

on 14<sup>th</sup> March 1894, your com-  
mends leave to report, That

after duly advertising the time  
terms & place of sale as  
directed in said decree, he

on the 17<sup>th</sup> day of September

1894, <sup>that being a court day</sup> at the front door of

the Court house, offered for

sale <sup>at public auction</sup> the highest bidder

the land in the Bill mentioned.

At said time, after some

considerable crying said land was

knocked off to James M. Penning-

ton, the plaintiff herein at

the price of \$400.<sup>00</sup> that



being the highest bid made.  
He would further report that  
the cost ~~and commissions~~ of  
~~sale~~ of the said horse  
by said Pennington, pur-  
chaser as aforesaid, paid to  
the officers entitled thereto  
was the same amounted  
to the sum of \$39<sup>83</sup>, or  
at least be made satisfac-  
tory arrangements with them  
therefor. No part of the  
same came through the  
hands of your Court, but  
he has been shown evidence  
of settlement. The commissions  
of <sup>this</sup> sale ~~sale~~ amounting to  
\$17<sup>00</sup> as also \$5<sup>00</sup> which  
your Court thought reason-  
able to charge for the  
former advertising, sale  
& reporting, said Penning  
paid your Court amount  
in the aggregate to the  
sum of, this is cost & com-  
missions, \$61<sup>83</sup>.

Taking this sum of



\$61<sup>83</sup> - Amount of cost &  
Commissions from the  
Purchase price of \$400<sup>00</sup>  
leaves net \$338<sup>17</sup> to  
which Said Pennington  
Judgement against said  
Slump & M D Collier is  
entitled to credit on account  
of the sale of the land.

As should have been  
before stated said Pen-  
nington did not execute  
any notes for the balance  
of the purchase price after  
deducting cost &c for  
the reason that said  
debt for which said  
land was sold was  
going to him, this being  
a trick to enforce his  
vendors lien against  
said Slump & Collier.

Respectfully Submitted,  
D. F. Sewell  
Specimen.



James M. Pennington

v. Report of Sale  
2

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W. W. G. Sloop et al

Filed Oct 22<sup>d</sup>

1894—

Arb Munnay Clerk



James M. Pennington  
against } In Chy-  
W. N. G. Sleep et al  
To the Hon. W. F. Miller, Judge  
of the Circuit Court of Lee  
County Virginia.

Your undersigned Special  
Comm. would respectfully  
report, That pursuant to  
the decree entered herein on  
the 14<sup>th</sup> day of November 1894,  
he has executed a deed, con-  
veying the land in the Bill  
mentioned to James M. Penning-  
ton with special warranty, for  
which your Comm. charges  
\$250.

Respectfully  
D. C. Sewell  
Spe. Comm.



James M. Pennington

or Report Recd

W. N. & Sleep et al

Filed Nov 15<sup>th</sup> 1894

- A. B. Munnery  
Clerk



This, deed made, this January 25<sup>th</sup> 1852  
by and between, Thomas Robins and  
Elizabeth his wife and Mary Bailey widow  
of John S. Bailey deceased, and J.  
S. Robins and Rebecca Robins his wife  
and James M. Pennington, of the other  
part witnesseth that whereas the  
said Thomas Robins and Elizabeth his  
wife and John S. Bailey and Mary  
Bailey his wife, did by deed bearing  
date 14<sup>th</sup> day of April 1852, undertake  
to convey certain lands therein de-  
scribed, to Isaac Baker, and which  
said deed, is now of record in  
the County of Lee, in the County  
Court Clerk's office thereof deed Book  
20 page 307, to which reference is  
here made for a more particular  
description: And whereas the lands  
thus sought to be conveyed by  
said John S. ~~Bailey~~ and Mary ~~Bailey~~  
his wife was the sole & separate  
property of the said Mary Bailey  
and the said John S. Bailey being now  
dead - And whereas the said Isaac  
Baker, and others, and J. S. Robins and  
Rebecca Robins his wife did on the  
29<sup>th</sup> day of December 1850, undertake  
by deed of that date to convey the



1  
said land, and return to said James  
M. Pomplton, which said last  
named deed, is also recorded in  
said deed book 25. page 352, to  
which reference is also made  
for a more particular description  
of said last named land. But  
Whereas there is alleged some in-  
formalities in said deeds or the  
acknowledgments thereto.

Now therefore in order to cure the  
same & properly convey said  
lands the parties of the first  
part for and in consideration  
of the premises as well as the  
sum of one dollar in hand  
to them paid the receipt whereof  
is hereby acknowledged they the  
parties of the first part doth  
by their presence grant sell and  
convey with Covenant of General  
warranty, to the said James M.  
Pomplton the said Certain Tracts  
or parcels of land so set out  
and described in the two deeds  
herin before mentioned and referred to  
hereby confirming & conveying the  
same to the said James M.



Pennington as fully and completely  
as if set out by specified  
notes & bonds. Much satisfied  
and confirming our said act as  
clearly fully as aforesaid as  
if the same were now here  
designed & acknowledged in full  
a clear form. Witness the following  
signatures: - *Thomas Robbins* the day  
of year first above said

*Thomas* <sup>his</sup> *Robbins*  
*Elizabeth* <sup>her</sup> *Robbins*  
*Mary* <sup>her</sup> *Bailey*  
*mark*

*Witness to mark*  
*Thos* *Mauch* *Jr*

*J. S.* <sup>his</sup> *Robbins*  
*Rebecca* <sup>his</sup> *Robbins*  
*mark*

(S)  
(S)  
(S)  
(S)  
(S)  
(S)  
(S)

Indian Territory, }  
County of Pickens. } SS.

PERSONALLY appeared before me, THOMAS J. BROOKS, a Notary Public in and for said County, the within  
named bargainer, *J. S. Robbins* with whom I  
am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein

contained. And *Rebecca Robbins* wife of the said *J. S. Robbins*

having appeared before me privately and apart from her husband, the said *Rebecca Robbins*  
acknowledged the execution of the said instrument to have been done by her freely, voluntarily and understand-  
ingly, without compulsion or constraint from her said husband and for the purpose therein expressed.

WITNESS my hand and official seal, at office in ... *Pauls Valley I. T.* on this the ... *15* day of  
*February*  
A. D. Eighteen Hundred and Ninety ... *two* ...

My Commission Expires  
September 15, 1894.

*Thos. J. Brooks*  
Notary Public, 3d Division I. T.



Virginia Lee County to wit:-  
I H. M. Parsons a Justice of the  
peace in and for said County and  
State do certify that Thomas  
Robins, and Elizabeth Robins his wife  
and Mary Bailey their <sup>day</sup> personally  
appeared before me in my  
County aforesaid and acknowledged  
the foregoing deed bearing date the  
25th day of January 1892, to be their  
act and deed.

Given under my hand & seal  
this <sup>the</sup> 30 day of January 1892  
H. M. Parsons. J. P.

John R. Robinson

Notary Public

Lee County

Recorded Deed

Book 27 P. 1347

Case 12

Virginia Lee County to wit:-

In the office of the clerk of the  
said County the 23rd day of February  
1892, this deed was presented and  
together with the certificates there  
annexed admitted to record.

23 21 Notary John R. Robinson Clerk



\$369. <sup>61</sup>

Six months after date we promise & bind ourselves jointly & severally to pay James M. Pennington Three hundred & sixty nine &  $\frac{61}{100}$  dollars <sup>with interest from date</sup> for value received to wit, land sold by deed dated July 31<sup>st</sup> / 1890 and as to this debt we & each of us hereby waive the benefit of the homestead exemption.

Witness our hands & seals this 31<sup>st</sup> July 1890.

W. N. G. Sump

Seal

M. D. Collier

Seal

\$369. <sup>61</sup>

Twelve months after date we promise & bind ourselves jointly & severally to pay James M. Pennington Three hundred & sixty nine &  $\frac{61}{100}$  dollars <sup>with interest from date</sup> for land sold by deed dated July 31<sup>st</sup> / 1890 and as to this debt we & each of us hereby waive the benefit of the homestead exemption. Witness our hands & seal, this July 31<sup>st</sup> / 1890.

W. N. G. Sump

Seal

M. D. Collier

Seal



credit within note by \$21.00 May 4th/91-

" " " " \$100<sup>00</sup> June 6 1892 receipt given

"A"



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*M. D. Collier*

and *M. A. G. Slump*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *November* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

*them*

by

*J. M. Pennington*

*who sues for the benefit of J. L. Harris*

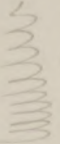
And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *20<sup>th</sup>* day of *October* 1891, in the 116<sup>th</sup> year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.  
*J. A. G. Hyatt*



J. M. Pennington & Co  
vs  Spaw & Co

M. D. Collier et al  

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To 1st Nov. Rules 1891.

Executed Oct 24 1891  
by Delivering an  
office <sup>of this office</sup> copy to  
W. C. G. Stamp  
& M. D. Collier  
L. M. Wade  
Deputy Sec  
C. E. Flannery  
S. L. C.